

TERMS OF SERVICE

Our Terms of Service Agreement represents the complete Agreement and understanding between The Virtual Assist Solutions (Provider), and the client (hereinafter called Buyer), and supersedes any other written or oral Agreement. This Agreement explains our obligations to the Buyer, and explains your obligations to the Provider for various services.

Infancy

The Virtual Assist Solutions requires its Agreements be made with a person who is qualified to sign the contract. A Buyer must be above eighteen (18) years old. In the case of a Buyer is under eighteen (18) years, parent or guardian must sign this Agreement.

Modification to Terms of Service

The Virtual Assist Solutions reserves the right to modify the Terms of Service periodically, for any reason, and without notice. Please review the Agreement often so you will be apprised of any changes made to this page. Buyer has to agree that, during the tenure of this Agreement, we may revise the terms and conditions of this Agreement; and change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on our web site.

The Virtual Assist Solutions has the right to discontinue service, or deny access to anyone who violates our Policies or The Terms and Conditions given below, without prior notice or warning. Refunds of fees paid will not be made if the Buyer is responsible for violation of the terms outlined below.

Fees

Buyer agrees to pay all fees incurred by the due date as per the Agreement, together with any additional charges, costs, assessments, and overages under the terms of Agreement. If payment is not done on or before due date the Buyer's service is subject to suspension in 3 days without prior notice or warning. If payment is not posted to the Buyer's account within 5 days after the due date, the Buyer's service is subject to termination without prior notice or warning. The Buyer agrees that any unpaid balance due hereunder shall bear interest at the rate of 20% per annum, and that costs of collection, including Court costs and reasonable attorney fees shall be added as principal amounts to such balance. As further consideration for the Services, the Buyer agrees to provide certain current, complete and accurate information about themselves as required by the sign-up for Transcription Editing and Proofreading Services and maintain and update this information as needed, to keep it current, complete and accurate. By completing and submitting the Acceptance Policy, the Buyer certifies that the statements in the Acceptance Policy true.

Information

As part of the acceptance process, you are required to provide us certain information and to update us promptly as and when the information changes so that our records and invoices are current, complete and accurate. You are obliged to provide us the following information:

- Changes in e-mail address
- Change of payment method
- Change of address
- Change of phone number
- Change of ownership of project
- Change of credit to invoice (if applicable)

New Buyer

New accounts may be subjected to a non-recurring set-up fee and will be subject to a monthly billing cycle, starting from the date the Buyer's account is activated.

Acceptance Fees

Acceptance fees are waived or reduced for customers who are eligible for special discounts including promotional offers, quantity discounts, and referrals coming from organizations the Provider has partnered with.

8 Weeks Money Back Guarantee

Our service includes an 8-week money back guarantee. If you are not completely satisfied with our service within the first 2 weeks, you will be given a full refund of the acceptance fee.

To receive a refund you must email to managing.director@thevirtualassistsolutions.com within 2 weeks of acceptance date stating the reason for cancellation. In the event your request is received after 2 weeks, no refund will be issued. All credits will be issued within 30 days of cancellation and refund request.

Exceptions

Acceptance fees may be refundable if the account is canceled prior to the official start date of the project.

Guarantees

99% Quality and Delivery on time.

In the event that The Virtual Assist Solutions did not meet the service required, you may be eligible for a credit. Please e-mail managing.director@thevirtualassistsolutions.com for any service related concerns. Please include your full name, company name, website, and the acceptance date. Credits will typically be given within 30 days of your request.

Note: Credits will only be given to Buyers in good standing

Restrictions

Credits will not be provided to Buyer in the event that you have any issues resulting from:

1. Third party services
2. Failure of your file sharing or any delay on your end
3. Scheduled server and network maintenance
4. Domain registration or transfer failure
5. Failure to comply with The Virtual Assist Solutions Acceptance Policy and Terms of Service
6. Circumstances beyond Providers control including, but not limited to, acts of nature, terrorism, fire, flood, sabotage, strike, acts of any governmental body and war.

Billing/Payment Policy

Billing Period

The Provider reserves the right to change rates, additional costs, billing methods, or any other area of Service it deems necessary at any time, for any reason. Either Party may, at its sole discretion, may terminate the service to Buyer at any time without refund for any remaining portion of an advance payment.

Failure to make payment within 24 hours of signing the Acceptance Policy will result in non-service from the Provider. Please coordinate with us so we can address any issues.

Payment Methods

Payments must be made in USD (United States Dollars). We accept Wire transfer, Paypal and Moneybookers payment.

Paypal

To pay by Paypal please visit: www.paypal.com

Paypal - user id: thevirtualassistsolutions@gmail.com

Cancellation of projects and related services

All services are to remain in full force and effect until The Virtual Assist Solutions has received notification via our email address no less than 3 business days prior to the end of the Buyer's current billing cycle, as to afford The Virtual Assist Solutions a reasonable opportunity to act on it.

Please note if your account cancellation is not received before the new billing cycle you will not be entitled to any refund of charges, including prorated charges.

Service Security

The Provider expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. The Provider makes no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free. This includes any service interruption caused by The Virtual Assist Solutions Virtual Assistants.

The Provider will take all necessary precautions to protect against failure of our equipment and software. The Buyer acknowledges and agrees that temporary interruptions in service may occur, and that the Provider shall have no liability for any claim, cost, charge, loss or expense arising from or relating to use of the web servers. The Buyer acknowledges and agrees that data may be lost or corrupted in connection with use of the service. The Provider may perform regular back-ups of all data stored on behalf of the Buyer, but shall have no liability to client in the event all data is lost or destroyed. The Customer acknowledges and agrees that in the event restoration of data from backup is necessary, it may take several days to complete such restoration of data and resume operation of the service.

Indemnity

The Buyer agrees to release, indemnify, and hold the Provider, our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the Services provided hereunder or your use of the Services, including without limitation infringement by you, or someone else using the Service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to the service(s) provided. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the Acceptance Policy. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in cancellation of our services.

Breach

In the event that the Buyer has not complied with any part of the Terms of Service Agreement and Acceptance Policy, or breaches the Agreement via non-payment of services, the Provider reserves the right to alter services, or to terminate the service, without notice to, or authority from the Buyer, and may refuse any refund due to the Buyer.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, this ____ day of _____,
20__.

(PROVIDER)

(BUYER/CLIENT)

Company

Company

Name of Authorized Signatory

Name of Authorized Signatory

Position/Title

Position/Title

Date

Date